

**ACCESS TO CALL-RELATED DATABASES AND SIGNALING LINKS**  
**(Checklist Item (x))**

79. Access to Ameritech's Advanced Intelligent Network ("AIN") database and Service Creation Environment ("SCE")/Service Management System ("SMS") is required by the checklist. 47 U.S.C. § 271(c)(2)(B)(x). Many carriers have barely implemented these features within their own networks, however, let alone interconnected to others' AIN networks. It is highly unlikely that a CLEC could get access to Ameritech's AIN databases today, much less create programs via Ameritech's SCE/SMS. Indeed, Ameritech does not claim that it is currently furnishing any CLEC with access to AIN databases or SCE/SMS. See Edwards Aff., ¶¶ 145, 149. Ameritech does claim that its AIN and SCE/SMS offerings meet the equal-in-quality requirement of the Act, Edwards Aff., ¶ 149; however, until Ameritech actually provides these checklist items to CLECs, it is impossible to say whether that is true.

**DIALING PARITY**  
**(Checklist Item (xii))**

80. Ameritech's duty to provide dialing parity includes the duty to provide nondiscriminatory access to directory listings. 47 U.S.C. § 251(b)(3). Because Ameritech does not provide access to unbundled directory assistance databases on an equal-in-quality basis, see paragraphs 28 through 30 above, Ameritech is not in compliance with the checklist's requirement of dialing parity.

**RECIPROCAL COMPENSATION**  
**(Checklist Item (xiii))**

81. The reciprocal compensation process outlined in Ameritech's interconnection agreements is not equitable, because the agreements do not provide for truly reciprocal compensation with respect to the tandem interconnection rate for terminating local traffic. The agreements permit Ameritech to bill CLECs for tandem switches used to terminate calls from the CLECs' customers. The agreements do not, however, permit CLECs to bill Ameritech for the use of the CLECs' switches, which have a functionality and geographic scope comparable to Ameritech's tandems. See, e.g., AT&T § 4.7; AT&T "Pricing Schedule -- Michigan," Item II.

82. CLECs' local switches perform the same functions and provide the same services -- transport and termination -- as do Ameritech's tandem switches. When a CLEC interconnects with Ameritech's tandem and Ameritech interconnects with a CLEC's switch, the function performed by each switch is to allow customers of each carrier to call each other. That function is unaffected by the fact that Ameritech accomplishes it by using a tandem switch, while the CLEC may use a different network design or architecture.

83. The Commission has approved the use of symmetrical rates when new technologies perform similar functions to those performed by the ILEC's tandem switch. First Report and Order ¶ 1090 ("[S]tates shall also consider whether new technologies (e.g., fiber ring or wireless networks) perform functions similar to those performed by an incumbent LEC's tandem switch and thus, whether some or all calls terminating on the new entrant's network

should be priced the same as the sum of transport and termination via the incumbent LEC's tandem switch."'). In fact, MCI's state-of-the-art network performs the same function (call termination) as Ameritech's network without the need for a tandem switch. MCI should not be penalized for introducing this efficient technology by having to pay asymmetrical rates for transport and termination. The resulting penalty is a barrier to entry.

84. The Commission has also indicated that a second factor in determining reciprocal compensation concerns the geographical scope of the ILEC and CLEC switches. 47 C.F.R. § 51.711. MCI's local switches serve geographical regions that are comparable to those served by Ameritech's tandem switches, even though its switches do not at present serve equivalent numbers of customers. Currently, MCI's switches all serve areas at least equal in size to if not greater than the serving area of the ILEC's tandem. For example, in Chicago, Ameritech uses three access tandems to serve the local calling area, while MCI uses just one switch. Therefore, MCI's one switch in Chicago serves an area greater than the service area of any one of Ameritech's three tandems.

85. Accordingly, the reciprocal compensation arrangements in Ameritech's interconnection agreements are not in fact reciprocal. Under the agreements, if Ameritech terminates a call to a CLEC, the CLEC through its local switch would have the ability to carry that call to any of the CLEC's customers, even though it might not use a tandem. The function of transporting and terminating the call, while accomplished differently, would be the same. Yet, under Ameritech's agreements, the CLEC would receive less compensation -- not because it

performed a different function -- but because it chose to use a more efficient means of doing so. This approach is anticompetitive and contrary to the Commission's requirement of symmetry.

**RESALE  
(Checklist Item (xiv))**

86. Ameritech has not complied with the statutory checklist with respect to the resale of telecommunications services provided to retail customers, because Ameritech is evading its duty "not to prohibit, and not to impose unreasonable or discriminatory conditions on, the resale of such telecommunications services." 47 U.S.C. § 251(c)(4)(B).

87. First, Ameritech is not in compliance with the checklist's resale requirements because it has stated that it will not allow CLECs to resell Ameritech services sold via individual contracts. This flat refusal to permit resale of certain of Ameritech's services is in clear violation of the Act. Moreover, Ameritech has indicated that, if it is required to resell individual contracts, it will calculate wholesale discounts on a contract-by-contract basis, rather than establishing an overall avoided-cost discount for all services, including those sold via contract. Aside from the delay and expense that would result from analyzing separate avoided cost studies for each individual contract, Ameritech's approach is unreasonable and discriminatory because (1) it would allow Ameritech to know which large customers MCI was targeting; (2) it would prevent MCI from being able to offer firm retail discounts prior to negotiating with Ameritech on an individual contract basis concerning the volume-based discount; and (3) it would skew the calculation of Ameritech's avoided costs, as it would be difficult if not impossible to allocate avoided costs to any particular contract, as opposed to an entire class of contracts.

88. Although the Commission's Order contemplates that avoided costs might be different for volume-based discount rates, nothing in the Order supports Ameritech's contention that avoided costs should be calculated for each individual contract. Ameritech's refusal to adopt a reasonable approach to calculating avoided costs for volume-based discounts shows that it is far from being in full compliance with the terms of the checklist.

89. Second, Ameritech has not complied with the competitive checklist because it ordinarily will not rebrand directory assistance ("DA") and operator services ("OS") that it provides to resellers' customers unless the resellers build or purchase dedicated trunks to transport calls to Ameritech's DA and OS platforms. See Edwards Aff., ¶ 129. Such trunks would obviously entail significant expense and would hinder resellers' efforts to enter the local exchange market in Michigan. Ameritech does state that it will provide customized routing utilizing line class codes as an alternative solution for rebranding, but customized routing is available only through the BFR process, unless the request involves no more than 25 line class codes. Because 25 line class codes would rarely, if ever, be sufficient to accomplish customized routing of DA and OS, as a practical matter this solution is not available on a standardized basis. And, as discussed in other sections above, the BFR process is a barrier to competition.

90. If CLECs do not have reasonable access to rebranding of DA and OS functions, they will have great difficulty building brand loyalty and expanding their business. Customers could experience confusion and dissatisfaction if they are greeted by the name of another carrier when they place directory assistance or operator services calls. That is why the Commission specifically found that "[i]ncumbent LECs are advantaged when reseller end users

are advised that the service is being provided by the reseller's primary competitor" and that "failure by an incumbent LEC to comply with reseller branding requests presumptively constitutes an unreasonable restriction on resale." First Report and Order, ¶ 971.

91. Third, Ameritech has unreasonably and discriminatorily refused to permit MCI to resell short-term promotional offerings lasting less than ninety days, even at retail rates. The Commission's regulations permit Ameritech to "apply the wholesale discount to the ordinary rate for a retail service rather than a special promotional rate" only if the promotional rate will be in effect for no more than 90 days and if the promotion rate is not used to avoid the wholesale rate obligation. 47 C.F.R. § 51.613(a)(2); First Report and Order, ¶ 949 ("We . . . conclude that short-term promotional prices do not constitute retail rates for the underlying services and are thus not subject to the wholesale rate obligation."). In its negotiations with Ameritech, MCI has requested the ability to resell services provided by Ameritech under short-term promotional rates and has offered to pay the promotional retail rate, without the wholesale discount. Ameritech has unjustifiably refused such an arrangement, arguing that the Commission's regulations do not require the resale of short-term promotions. The interconnection agreements on which Ameritech relies contain no provisions for reselling short-term promotions whatsoever. See, e.g., AT&T § 10.5.2.

92. The Commission's regulations, however, do not allow Ameritech to restrict the resale of short-term promotions in this fashion. The regulations permit only a few, narrowly defined restrictions on resale. 47 C.F.R. § 51.605(b) ("Except as provided in § 51.613 of this part, an incumbent LEC shall not impose restrictions on the resale by a requesting carrier of

telecommunications services offered by the incumbent LEC.”). Section 51.613 clearly permits Ameritech to restrict the resale of short-term promotions by not discounting the promotional rate by the wholesale rate. The section does not, however, permit Ameritech to refuse to allow resale at the promotional rate, because it does not affirmatively exempt non-discounted promotional rates from the resale requirements.

93. Moreover, resale of short-term promotions at the retail promotional rate is a checklist item. Checklist item (xiv) cross-references section 47 U.S.C. § 251(c)(4), which discusses the duty (A) “to offer for resale at wholesale rates any telecommunications service that the carrier provides at retail” and (B) “not to prohibit . . . the resale of such telecommunications service . . . .” The language in (B) (“such telecommunications service”) refers to “any telecommunications service that the carrier provides at retail,” not just to telecommunications services that are being resold with a wholesale discount.

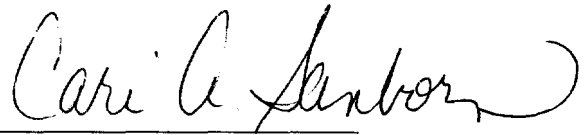
94. Ameritech accordingly has no authority for restricting the resale of short-term promotions. It has therefore failed to comply with Act’s requirements to permit the resale of telecommunications services on a reasonable and nondiscriminatory basis.

95. Due to its failure to properly price volume-based discounts, its refusal to rebrand directory assistance and operator services, and its improper restrictions on short-term promotions, Ameritech is not in compliance with the resale provisions of the checklist or with the Commission’s regulations implementing the checklist. 47 U.S.C. § 271(c)(2)(B)(xiv); 47 C.F.R. §§ 51.601-.617.

## CONCLUSION


96. Ameritech has fully implemented few of the fourteen checklist items. At this stage, with some items not being provided at all, and many others being provided in a manner that is incomplete or inconsistent with the Act, Ameritech has simply not complied with the competitive checklist.

I hereby swear, under penalty of perjury, that the foregoing is true and correct, to the best of my knowledge and belief.



Cari A. Sanborn

Subscribed and sworn before me this 9th day of June, 1997.



Notary Public

My commission expires: June 30, 1998



**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554**

In the Matter of	)	
	)	
Application of Ameritech Michigan	)	
Pursuant to Section 271 of the	)	CC Docket No. 97-137
Telecommunications Act of 1996 to	)	
Provide In-Region, InterLATA	)	
Services in Michigan	)	

**AFFIDAVIT OF CARI A. SANBORN  
on Behalf of MCI Telecommunications Corporation**

**EXHIBIT 1**



**MCI Wireless, Inc.**

2000 York Road, Suite 126  
Oak Brook, IL 60521  
630-572-9999 Fax 630-571-6070

**Therese K. Fauerbach**  
General Manager  
Operations

January 27, 1997

Mr. Neil Cox  
President  
Ameritech Information Industry Services  
350 North Orleans  
Floor 3  
Chicago, Illinois 60654

Dear Neil,

In anticipation of an approved interconnection agreements and as follow up to Michael Beach's letter to you dated January 3, 1997, I am writing to formally notify Ameritech of MCI's intent to order unbundled loops, all unbundled network elements, and resale service. In order for MCI to move forward with commercial service plans, MCI requests that Ameritech provide information, outlined below, for each one of these delivery methods by February 5, 1997. MCI would like to meet with Ameritech during the week of February 10, 1997 to discuss our plans to utilize all of these services.

MCI has received your handbooks and information for unbundling and resale technical trial/testing purposes in specific cities. MCI asks that you provide all updated documentation and information which will enable MCI to order and support commercial service via unbundled loops, resale service, and any combination of unbundled network elements. These elements include, but are not limited to, Local Loop, Network Interface Device, Switching Capability, Interoffice Transmission Facilities, Signaling Networks and Call-Related Databases, Operations Support Systems Functions and Operator Services and Directory Assistance.

The documentation and information MCI requires includes, but is not limited to the following:

- Preordering information
- Ordering, installation, maintenance, billing, and pricing information
- Order processing, installation, maintenance and billing policies, procedures, forms and contacts
- Order intervals
- Cutover procedures
- Escalation procedures and contacts
- Products/services supported via unbundled loops, unbundled network elements, and resale

After receipt of the unbundled elements documentation, MCI will schedule an alpha test of unbundled local switching, combined with unbundled loops, at one or more of the serving wire center addresses listed on the next page. This configuration will be used in a trial MCI will conduct to test processes and procedures prior to offering service to customers. We would like to start this alpha no later than February 14, 1997.

As you may know, MCI has been conducting unbundled local loop alpha testing with Ameritech in Detroit. MCI wants to take the next step toward commercial service and place beta orders for unbundled loops at the serving wire center locations identified on the next page, starting February 10, 1997. MCI expects Ameritech to treat these beta orders as you would treat any other customer.

Additionally, MCI would like to order, test, and offer commercial local service by purchasing the combination of dedicated interoffice transport, TR 303 digital loop concentration service, and unbundled loops. Testing locations to be specified at the time of our meeting. MCI also would like to commence this testing no later than February 21, 1997.

Serving Wire Centers:

<u>CLLI</u>	<u>Address</u>
PRRGILXL	Chicago
CHCGILCL	Chicago
SFLDMIMN	Southfield
SFLDMICT	Southfield
CHCGILFR	311 W. Washington Blvd. (Chicago)
CHCGILLR	200 E. Randolph (Chicago)
CHCGILLW	3532 N. Sheffield Avenue (Chicago)
CHCGILWB	520 S. Federal Street (Chicago)
CLEVOH62	750 E. Huron Road (Cleveland)
ANARMIMN	324 E. Huron (Ann Arbor)
DTRTMIBL	1365 Cass Avenue (Detroit)
MILWW112	6812 Aetna Court (Milwaukee)
MILWW113	722 N. Broadway (Milwaukee)

MCI is requesting a meeting with Ameritech senior management during the week of Feb 10<sup>th</sup> to discuss our plans for utilizing all the services specified in this letter and ensure that Ameritech is prepared to offer services and treat MCI orders at a level compliant with the provisions of the Telecom Act. We can arrange a meeting to accommodate all required participants by hosting it in person or via a conference bridge. Dennis Wall will be contacting Dora Ross to establish these critical meetings.

At lunch last week, you mentioned appointing a new Sales VP soon. Dick Powell, MCI regional executive, would like to meet that person at the earliest convenient time.

Thank you for your assistance in this matter.

Sincerely,



Therese Fauerbach

cc: Don Lynch  
Dick Powell  
Sam King  
Dennis Wall

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Washington, D.C. 20554**

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**AFFIDAVIT OF CARI A. SANBORN  
on Behalf of MCI Telecommunications Corporation**

**EXHIBIT 2**



360 North Orleans  
Floor 3  
Chicago, IL 60654  
Office 312 335-6657  
Fax 312 335-6927

**Ray Thomas**  
General Manager  
Sales

January 29, 1997

Ms. Therese K. Fauerbach  
General Manager-Operations  
MCI Wireless, Inc.  
2000 York Road  
Suite 126  
Oak Brook, Illinois 60521

Dear Therese,

This letter is in response to your January 27, 1997, letter to Neil Cox. Ameritech looks forward to providing access to unbundled Network Elements and Resale Services to MCI. As your letter notes, Ameritech has provided extensive information to MCI regarding these services and we will provide updated information when that information is available. In addition, Ameritech is prepared to test Resale Services and Network Elements with MCI on mutually agreeable terms.

However, there are several aspects of your letter that require clarification. First, as you know, Ameritech and MCI do not yet have an approved interconnection agreement in any state. Although MCI and Ameritech agreed on many matters and the various state Commissions have resolved issues MCI identified for arbitration, there are other matters essential to the interconnection agreement that have neither been agreed upon nor decided in the arbitrations. To fill in these gaps, Ameritech has offered MCI the ability to select sections from other approved Interconnection agreements. MCI has repeatedly declined those offers. In Indiana, the Commission specifically provided a method for filling in these gaps, and Ameritech has filed an agreement for approval consistent with that decision. Of course, Ameritech is also willing to offer access to Network Elements and Resale Services pursuant to the terms and conditions of any applicable, approved tariff(s) for those services.

Second, even if there were approved interconnection agreements between Ameritech and MCI, many of the requests in your letter are inconsistent with the agreed-upon provisions in the proposed Interconnection agreements, and inconsistent with the Interconnection Agreements MCI has filed for approval in Illinois and Michigan. The Network Elements that Ameritech and MCI have agreed that Ameritech will make available to MCI are specifically listed in Section 9.2 of the proposed Interconnection agreements. For that reason, Ameritech disagrees with the suggestion in the second paragraph of your letter that Ameritech is currently obligated to provide individual Network Elements in addition to those individual Network Elements specifically listed in Section 9.2 of the Agreement.

MCI's request to test two combinations of Network Elements, local switching combined with unbundled loops and a combination of "dedicated interoffice transport, TR 303 digital loop concentration service and unbundled loops" is also inconsistent with the proposed Interconnection agreements. Sections 9.3.4 through 9.3.6 of the proposed Interconnection agreements specifically provide that certain combinations listed in Section 9.3.4 are part of the standard offering of unbundled Network Elements; certain other combinations, including those listed in Section 9.3.5, will be made available pursuant to the Bona Fide Request process. The two combinations you refer to in your letter are not on the list of Network Elements that we have agreed to provide to MCI in Section 9.3.4 of the proposed Interconnection Agreement, nor are they on the list of combinations in Section 9.3.5, which would be available under the Bona Fide Request process. Consistent with Section 9.3.6, MCI may request those combinations pursuant to the Bona Fide Request process. To date, MCI has not done so. For that reason, testing these combinations, particularly in the time frames suggested in your letter, is both inconsistent with the proposed interconnection agreements and premature.

Third, some of the matters listed in the third paragraph of your letter are items that, pursuant to Section 18.2 of the proposed Interconnection agreements, will be addressed by both parties after the proposed Interconnection agreements are approved.

Finally, we are verifying the list of Serving Wire Centers in your letter to determine whether MCI has existing Collocation or Interconnection arrangements in those locations that would allow for access to Network Elements consistent with the proposed Interconnection agreements.

Dora will contact Dennis Wall to discuss the meetings described in your letter.

Sincerely,

*A. Raymond Thomas*

cc: Neil Cox  
Don Lynch  
Dick Powell  
Sam King  
Dennis Wall  
Dora Ross

**Before the  
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**AFFIDAVIT OF CARI A. SANBORN  
on Behalf of MCI Telecommunications Corporation**

**EXHIBIT 3**





**MCI Telecommunications  
Corporation**

Northern Carrier Management  
205 North Michigan Avenue  
Suite 3700  
Chicago, IL 60601

February 12, 1997

Ray Thomas  
General Manager, Sales  
AMERITECH  
350 North Orleans, Floor 3  
Chicago, IL 60654

Dear Ray,

This letter is in response to your January 29, 1997 letter to Therese Fauerbach as amended by your January 30, 1997 letter.

MCIm is anticipating the approval of the filed interconnection agreements within 30 days of their filing date. In the interim, it is MCIm's intention to order resale services and network elements via Ameritech's tariffs as stated in your letter, as well as initiate cooperative testing of technically feasible Unbundled Network Element (UNE) combinations.

With respect to your interpretation regarding our ability to request unbundled elements in combinations not explicitly identified in the interconnection contracts in Section 9.2, please note that in Section 9.1.1 it states "Ameritech shall provide MCIm access to Ameritech's Network Elements on an unbundled basis at any technically feasible point in accordance with the terms and conditions of the Article and the Requirements of the Act..." The Act states that an ILEC must provide combinations of network elements in any technically feasible manner. In this regard, it is Ameritech's obligation to illustrate that such a request is technically infeasible. MCIm recognizes that the contract requires combinations beyond those set forth in Section 9.3.4 would be handled via the Bona Fide Request Process (BFR).

We appreciate you identifying the incorrect Serving Wire Centers in our letter. Nonetheless, we hope that Ameritech is proceeding expeditiously with the implementation of our scheduled collocation projects currently under way. Furthermore, MCIm is not required to establish collocation cages at Ameritech central offices to order unbundled element combinations, which include the local switching element. In fact, it is our intention to order unbundled network element combinations from those Ameritech central offices where MCIm may not have collocations established.

I look forward to working with you and your team to bring full, fair and open competition to Ameritech's local markets.

Sincerely,

Dennis Wall  
Senior Manager  
MCI

**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554**

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	)	
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**AFFIDAVIT OF CARI A. SANBORN  
on Behalf of MCI Telecommunications Corporation**

**EXHIBIT 4**

**TO:** Joanne Missig  
**FROM:** Michael Hussey  
**DATE:** May 23, 1997  
**SUBJECT:** BFR REQUEST

Attached to this letter is a BFR that will request among other things, a combination of Network Elements that will allow MCI to use its own Operator Services and Directory Assistance Platforms. MCI has chosen Chicago's Beverly Central Office (CHCGILBECG0) as the test site and intends to submit orders for 4 or 5 customers, each using a newly developed Line Class Code (LCC). The specifics of this technical trial are included in the BFR and in the BFR attachments. MCI desires to Use this trial to test the full unbundling of local switching from other Elements provided by Ameritech (although this particular request is Just the first step toward that goal), as well as to gain a better understanding of the BFR process, the custom routing Features of local switching, and the ordering and provisioning processes used for Network Elements and Combinations. As such, MCI does not feel this technical trial should require a BFR, a BFR payment or a BFR signature.

Mike L. Hussey  
MCI  
Contract Specialist

**MCI Bona Fide Request For Switched Combination of Unbundled Elements**

This BFR uses the format required by Ameritech. **Bold** typeface identifies a question posed by Ameritech. MCI's response is in plain typeface.

**1) Requested By**

**Company:** MCI

**Address:** 8521 Leesburg Pike  
Vienna, VA, 22182

**Contact:** Kevin Moss

**Phone:** 703-918-6086

**Fax:** 703-918-0756

**Date of Request:** 23 May 97

**2) Description of the network interconnection capability, function, system, information or feature, or combination requested**

MCI wishes to establish a process to unbundle local switching from other network elements provided by Ameritech. At this first test stage MCI intends to provide its customers with MCI DA and OS services as well as a direct link to the MCI local switch. MCI intends to follow this with a further level of unbundling involving the replacement of elements provided, in this combination, by Ameritech, with elements provided by MCI.

For this test, MCI wishes to lease a simple service delivery mechanism, consisting of a specified combination of elements at selected Ameritech end offices. These elements will establish an MCI platform presence at the selected end offices.

The initial combination will be elements required to provide switched service to customers, consisting of combinations of loops, unbundled switching (including ports), dedicated, shared and common transport, DA, OS and 911. This will enable MCI to offer its customers end to end service using a combination of its own network elements and network elements provided by Ameritech. For the purposes of this BFR, MCI has identified a specific End Office at which to establish the first customer service.

MCI intends to provide some of its customers with DA and OS service using MCI's DA and OS platforms. MCI also intends that calls to MCI local NXXs are routed via a direct link to MCI's own switches in the vicinity.

**3) Is this a request for a modification or combination to existing services or network elements. If so, please explain the modification or combination and describe the existing service(s) or element(s) or indicate its name.**

It is a simple modification of the service described as Unbundled Element Platform with Operator Services and Directory Assistance. (Interconnection contract Schedule 9.3.4, combination 1). The modification requires the establishment of MCI specified routing of calls to MCI service platforms.

Further modifications will replace elements provided by Ameritech with elements provided by MCI. MCI believes that these are all part of the requirement for Ameritech to provide unbundled switching, not additional or different combinations of elements requiring separate BFRs.

**4) Is this a service or network element available from any other source or a service or network element already offered by Ameritech. If yes, please provide the source's name and the name of the service or network element.**

Unbundled switching and combinations of elements are available from other ILECs. MCI is not aware if they are currently provided by Ameritech, but would expect Ameritech to be aware of such information and to advise MCI immediately.

**5) Is there anything special about the manner that you would like this feature, function or combination to operate ?**

For the immediate test MCI expects the combination to operate as follows:

1) At each specified Ameritech facility MCI will establish a pre-specified network configuration consisting of :

- Dedicated/shared transport and port facilities (specified in Attachment 2) to convey specified classes of call (Directory Assistance, Operator Services and calls to MCI's local switch) to MCI facilities.
- Common facilities will be used to deal with all other classes of call and also for Directory Assistance, Operator Services and calls to MCI's local switch in congestion and blockage situations.

A set of line class codes (identified in Attachment 1) will be established identifying a range of calling options that MCI will offer to its customers.

2) Following Ameritech's advice that the work is completed, MCI will place with Ameritech, individual orders for loops and ports to be provided from the specified facility, to customers, against the pre-specified network configuration. MCI will

include in the orders the line class code to be provided to the customer. Ameritech will provide an ANI for each customer.

3) MCI may carry out a series of tests to ensure the efficacy of the process, for example:

- calls to ensure that routing has been implemented correctly.
- move a customer to a different line class code.
- change the routing details of a particular line class code using the existing elements.

4) Ameritech will provide to MCI:

- Actual line class codes to be used when customer order placed
- Daily Call Billing Records consistent with the arrangements specified in the interconnection contract.
- Monthly element and call billing to MCI consistent with the arrangements specified in the interconnection contract.
- Weekly traffic data for MCI dedicated trunking.
- Process for MCI advising Ameritech of amendments to the NXX list for local call routing.
- Process for setting this combination up at additional end-offices.
- Maintenance consistent with that specified in the interconnection agreement.
- Process for replacing elements provided by Ameritech with elements provided by MCI.

**6) If possible, please include a drawing or illustration of how you would like the request to operate and interact with the network**

See attachment 4

**7) Please describe the expected location life, if applicable, of this capability (i.e. period of time you will use it). Do you view this as a temporary or long range solution ?**

MCI expects this capability to have a medium to long range life in this and other locations in the Ameritech region.

**8) If you wish to submit this information on a non-disclosure basis, please indicate this here. If non-disclosure is requested, either attach a prepared Ameritech non-disclosure agreement or request one to be sent to you for completion or identify an existing agreement that covers the transaction, and properly identify any information you consider confidential.**

MCI is not submitting this on a non-disclosure basis other than that covered in the MCI/Ameritech interconnection agreement.

**9) Where do you want this capability deployed ?**

MCI will want this capability deployed at locations to be specified across all states in the Ameritech region (Illinois, Michigan, Ohio, Wisconsin, Indiana) . For the purposes of setting up a first model, the following location is required:

**A) State:** Illinois

**B) Major Metropolitan Area:** Chicago

**C) Specific Wire Center:** Beverly Wire Center, **CLLI Code:** CHCGILBECGO

**10) What is the expected demand for each location. e.g. estimated number of customers, subscriber lines, number of units to be ordered:**

Initially at this test site only a small number of line and port orders (less than 10) will be placed to ensure the efficacy of the process. However MCI intends to deploy this as a key service delivery method to its customers. Forecasts will depend upon the price and quality of the service.

MCI is expecting that the pre-specified network will be provisioned within 15 days of receipt of this BFR, such that port and loop orders can be placed on day 16.

**11) What are your pricing assumptions ? In order to potentially obtain lower non-recurring or recurring charges you may specify quantity and/or term commitments you are willing to make. Please provide any price/quantity forecast indicating one or more desired pricing points (use additional sheets as necessary)**

MCI expects that prices will be charged for unbundled elements as agreed in the Interconnection Agreement between the parties.

**12) Please include any other information that could be of assistance to Ameritech in the evaluation of this service**

Attachment 1 describes the line classes that MCI intends to be able to provide to its customers. MCI's expectation is that Ameritech will allocate specific codes to each of these classes of service and advise MCI of these codes. MCI will use these codes when ordering loop and port service for a specific customer.

Attachment 2 describes for specified call types (DA, OS, local MCI NXXs, and all other calls) the dedicated, shared and common routing that MCI requires to be provisioned by Ameritech. Also described are the overflow requirements in cases of congestion, blockage or other deterioration of service on the dedicated/shared trunks.

Attachment 3 identifies the MCI local NXXs. Calls to these NXXs are to be routed to the dedicated transport link established for this purpose.



**Attachment 1 - Description of Line Classes**

	<b>Line Class</b>					
<b>Dedicated Routing Requirements</b>	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>	<b><u>5</u></b>	<b><u>6</u> Spare</b>
<b>MCI DA</b>	<b>X</b>					
<b>MCI OS</b>		<b>X</b>				
<b>MCI Local</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>		
<b>All other calls via ILEC Tandem</b>	<b>X</b>	<b>X</b>	<b>X</b>			
<b>All calls via Common Facilities</b>					<b>X</b>	
<b>Line Class Code Allocated by Ameritech</b>						